

Amendment 198 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 198 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 9th day of April, 2012, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to modify the system to add one additional Kitsap Transit (KT) route which is for passenger only (foot) ferry service between Bremerton and Seattle. This work is more fully described in RFCS RFI-664 *KT Passenger Only Ferry Bremerton _ Seattle* v5.0 which was approved by the Agencies on March 29, 2012.
- C. The Parties agree that the Work necessary to add the new route for KT will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

- 1.1 The Contractor will perform the work necessary to add one new route for KT which is for passenger only (foot) ferry service between Bremerton and Seattle. This route has unique business rules. Such work will include the following:
- (a) Add one route type "67" to identify a new Bremerton to Seattle Foot Ferry service.
 - (b) Update the Portable Fare Transaction Processor (PFTP) application to so that it will check the route attribute and identify this route as a Foot Ferry route.
 - (c) Update the Business Rule (BR) applet to identify this route as a Bremerton to Seattle Foot Ferry route by checking the route attribute per requirement (b) above.
 - (d) Create a new directory search for the Bremerton to Seattle Foot Ferry route. This directory search will contain only e-purse.
 - (e) Change code to the BR applet. This code change will override the standard transfer fare credit calculation logic for the Bremerton and Seattle Foot Ferry route only.

1.2 Update system documentation: SEA-01092 Fare Calculation Overview

Section 2.0 Schedule:

- 2.1 The work described in Section 1.0 will be completed with Maintenance Release 17.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

3.1 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 198

The Contractor will perform the work necessary to add one new route for the KT Bremerton to Seattle Passenger Only (Foot) Ferry Service.
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TOTAL

\$22,427

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Ninety-eight shall remain in effect.

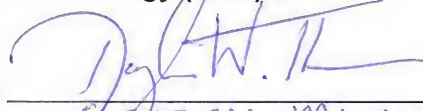
IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: _____

Its: _____

Date: _____


GENERAL MANAGER
4/3/12

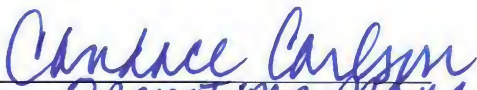
The Agencies

By: _____

Their: _____

On behalf of the Agencies

Date: _____


Operations Manager
April 9, 2012